

4/20

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

-----X		
In re	:	Chapter 11
	:	
DELPHI CORPORATION, <i>et al.</i> ,	:	Case No. 05-44481 (RDD)
	:	
Debtors.	:	(Jointly Administered)
-----X		

CLAIMANT'S RESPONSE TO DEBTORS' ELEVENTH OMNIBUS OBJECTION
(CLAIM 16474)

Claimant David Wright (Claim 16474) respectfully submits his Response to Debtors' Eleventh Omnibus Objection:

(a) Complaint files this claims objection in Response to Debtors' Eleventh Omnibus Objection.

(b) Claimant's name is David Wright. Claimant has attached a description of the basis for the amount of claim to his Proof of Claim attached hereto. Specifically, on February 28, 2006, Claimant filed a Complaint and Demand for Jury Trial in the U.S. District Court for the Southern District of Indiana, Indianapolis Division (Cause No. 1:06-cv-0347-LJM-WTL) alleging violations of the Consolidated Omnibus Reconciliation Act ("COBRA"), 29 U.S.C. § 1161 *et seq.*, and the Employee Retirement Income Security Act ("ERISA"), 29 U.S.C. § 1001 *et seq.*

Pursuant to both COBRA and ERISA, Claimant submits the following claims for money damages against Debtors: (1) Cost of medical insurance, \$8905.95; (2) Out of pocket medical expenses, \$2,121.80; (3) Prescription drug costs, \$320.22; (4) Cost of dental insurance, \$840.00; (5) Out of pocket dental costs, \$347.00; (6) Separation package based on twenty-one years and eight

months of service, \$59,100.00; and (7) Attorney fees, \$4,680.73.

(c) Claimant's Claim should not be disallowed and expunged because Claimant did not receive notice of the July 31, 2006 Bar Date. Specifically, Claimant filed his lawsuit against Debtors on February 23, 2006. On April 12, 2006, approximately six (6) weeks after Claimant filed his lawsuit, this Court entered an Order under 11 U.S.C. §§ 107(b), 501, 502, and 1111(a) and Fed. R. Bankr. P. 1009, 2002(a)(7), 3003(c)(3), and 5005(a) establishing Bar Dates for filing Proof of Claims. On April 20, 2006, Debtors provided notice of the Bar Date together with proof of claim forms to persons or entities set forth in Debtors' Schedule of Assets and Liabilities and Statement of Financial Affairs and persons and entities included in the notice database compiled by the Debtors, but not listed on any of the Schedules and Statements. Debtors did not provide notice to Claimant, nor did Claimant receive notice of the Bar Date.

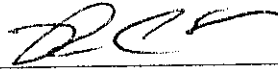
Additionally, Debtors filed Notice of Automatic Stay in Claimant's lawsuit on April 25, 2006. Debtors published notice of the Bar Date in national and local newspapers on or before April 24, 2006, one (1) day before Debtors moved to stay proceedings in Claimant's lawsuit. Therefore, Claimant did not receive proper notice of the Bar Date and his Claim should not be disallowed and expunged.

(d) Claimant has already set forth in his proof of claim documentation sufficient to establish a *prima facie* right to payment. Specifically, Claimant attached a copy of a Complaint, filed in the above-mentioned cause of action, setting forth *prima facie* cases of violations of ERISA and COBRA establishing his right to payment.

(e) Not applicable.

(f) Debtors may return any Reply to the address presented on Claimant's Proof of Claim.

Respectfully submitted,



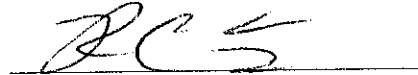
Kenneth E. Lauter
Ryan C. Fox
on behalf of Claimant David Wright

Certificate of Service

Claimant certifies that a copy of the foregoing has been served this 11th day of April, 2007,
via U.S. Mail properly addressed to the following:

General Counsel
Delphi Corporation
5725 Delphi Drive
Troy, Michigan 48098

John Wm. Butler, Jr.
John K. Lyons
Joseph N. Wharton
Skadden, Arps, Slate, Meagher & Flom LLP
333 West Wacker Drive, Suite 2100
Chicago, IL 60606



**ATTACHMENT A
PROOF OF CLAIM**

UNITED STATES BANKRUPTCY COURT <u>Southern</u> DISTRICT OF <u>New York</u>		PROOF OF CLAIM
Name of Debtor <u>Delphi Corporation</u>		Case Number <u>05-44481</u>
NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A "request" for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.		
Name of Creditor (The person or other entity to whom the debtor owes money or property): <u>David Wright</u>		<input type="checkbox"/> Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. <input checked="" type="checkbox"/> Check box if you have never received any notices from the bankruptcy court in this case. <input type="checkbox"/> Check box if the address differs from the address on the envelope sent to you by the court.
Name and address where notices should be sent: <u>150 West 42nd Street</u> <u>Room 200</u> <u>New York, NY 10018</u> Telephone number: <u>212-692-9500</u>		
Account or other number by which creditor identifies debtor:		Check here <input type="checkbox"/> replaces a previously filed claim, dated: _____ <input type="checkbox"/> amends
1. Basis for Claim <input type="checkbox"/> Goods Sold / Services Performed <input type="checkbox"/> Customer Claim <input type="checkbox"/> Taxes <input type="checkbox"/> Money Loaned <input type="checkbox"/> Personal Injury <input checked="" type="checkbox"/> Other <u>Severance Pay & COBRA rights</u> <input checked="" type="checkbox"/> Retiree benefits as defined in 11 U.S.C. § 1114(a) <input checked="" type="checkbox"/> Wages, salaries, and compensation (fill out below) Last four digits of SS #: <u>5449</u> Unpaid compensation for services performed from <u>10/13/05</u> to <u>present</u> (date) (date)		
2. Date debt was incurred: <u>10/13/05 & continuing</u>		3. If court judgment, date obtained: <u>N/A</u>
4. Total Amount of Claim at Time Case Filed: \$ <u>76,315.70</u> (unsecured) (secured) (priority) (Total) If all or part of your claim is secured or entitled to priority, also complete Item 5 or 7 below. <input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of all interest or additional charges.		
5. Secured Claim. <input type="checkbox"/> Check this box if your claim is secured by collateral (including a right of setoff). Brief Description of Collateral: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other _____ Value of Collateral: \$ _____ Amount of arrearage and other charges at time case filed included in secured claim, if any: \$ _____		7. Unsecured Priority Claim. <input type="checkbox"/> Check this box if you have an unsecured priority claim Amount entitled to priority \$ _____ Specify the priority of the claim: <input type="checkbox"/> Wages, salaries, or commissions (up to \$10,000)* earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(3). <input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(4). <input type="checkbox"/> Up to \$2,225* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(6). <input type="checkbox"/> Alimony, maintenance, or support owed to a spouse, former spouse, or child - 11 U.S.C. § 507(a)(7). <input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8). <input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. § 507(a)(____). *Amounts are subject to adjustment on 4/1/07 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment. \$10,000 and 180-day limits apply to cases filed on or after 4/20/05. Pub. L. 109-3.
6. Unsecured Nonpriority Claims <u>76,315.70</u> <input checked="" type="checkbox"/> Check this box if: a) there is no collateral or lien securing your claim, or b) your claim exceeds the value of the property securing it, or if c) none or only part of your claim is entitled to priority.		THIS SPACE IS FOR COURT USE ONLY <div style="border: 1px solid black; padding: 10px; width: 100px; margin: 0 auto;"> RECEIVED JAN - 8 2007 CLAIMS PROCESSING CENTER USBC, SDNY </div>
8. Credits: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim.		
9. Supporting Documents: Attach copies of supporting documents, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, security agreements, and evidence of perfection of lien. DO NOT SEND ORIGINAL DOCUMENTS. If the documents are not available, explain. If the documents are voluminous, attach a summary.		
10. Date-Stamped Copy: To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim		
Date <u>01/03/07</u>	Sign and print the name and title, if any, of the creditor or other person authorized to file this claim (attach copy of power of attorney, if any): <u>David L Wright</u> <u>David L Wright</u>	

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The instructions and definitions below are general explanations of the law. In particular types of cases or circumstances, such as bankruptcy cases that are not filed voluntarily by a debtor, there may be exceptions to these general rules.

DEFINITIONS

Debtor

The person, corporation, or other entity that has filed a bankruptcy case is called the debtor.

Creditor

A creditor is any person, corporation, or other entity to whom the debtor owed a debt on the date that the bankruptcy case was filed.

Proof of Claim

A form telling the bankruptcy court how much the debtor owed a creditor at the time the bankruptcy case was filed (the amount of the creditor's claim). This form must be filed with the clerk of the bankruptcy court where the bankruptcy case was filed.

Secured Claim

A claim is a secured claim to the extent that the creditor has a lien on property of the debtor (collateral) that gives the creditor the right to be paid from that property before creditors who do not have liens on the property.

Examples of liens are a mortgage on real estate and a security interest in a car, truck, boat, television set, or other item of property. A lien may have been obtained through a court proceeding before the bankruptcy case began; in some states a court judgment is a lien. In addition, to the extent a creditor also owes money to the debtor (has a right of setoff), the creditor's claim may be a secured claim. (See also *Unsecured Claim*.)

Unsecured Claim

If a claim is not a secured claim it is an unsecured claim. A claim may be partly secured and partly unsecured if the property on which a creditor has a lien is not worth enough to pay the creditor in full.

Unsecured Priority Claim

Certain types of unsecured claims are given priority, so they are to be paid in bankruptcy cases before most other unsecured claims (if there is sufficient money or property available to pay these claims). The most common types of priority claims are listed on the proof of claim form. Unsecured claims that are not specifically given priority status by the bankruptcy laws are classified as *Unsecured Nonpriority Claims*.

Items to be completed in Proof of Claim form (if not already filled in)

Court, Name of Debtor, and Case Number:

Fill in the name of the federal judicial district where the bankruptcy case was filed (for example, Central District of California), the name of the debtor in the bankruptcy case, and the bankruptcy case number. If you received a notice of the case from the court, all of this information is near the top of the notice.

Information about Creditor:

Complete the section giving the name, address, and telephone number of the creditor to whom the debtor owes money or property, and the debtor's account number, if any. If anyone else has already filed a proof of claim relating to this debt, if you never received notices from the bankruptcy court about this case, if your address differs from that to which the court sent notice, or if this proof of claim replaces or changes a proof of claim that was already filed, check the appropriate box on the form.

1. Basis for Claim:

Check the type of debt for which the proof of claim is being filed. If the type of debt is not listed, check "Other" and briefly describe the type of debt. If you were an employee of the debtor, fill in the last four digits of your social security number and the dates of work for which you were not paid.

2. Date Debt Incurred:

Fill in the date when the debt first was owed by the debtor.

3. Court Judgments:

If you have a court judgment for this debt, state the date the court entered the judgment.

4. Total Amount of Claim at Time Case Filed:

Fill in the applicable amounts, including the total amount of the entire claim. If interest or other charges in addition to the principal amount of the claim are included, check the appropriate place on the form and attach an itemization of the interest and charges.

5. Secured Claim:

Check the appropriate place if the claim is a secured claim. You must state the type and value of property that is collateral for the claim, attach copies of the documentation of your lien, and state the amount past due on the claim as of the date the bankruptcy case was filed. A claim may be partly secured and partly unsecured. (See DEFINITIONS, above).

6. Unsecured Nonpriority Claim:

Check the appropriate place if you have an unsecured nonpriority claim, sometimes referred to as a "general unsecured claim". (See DEFINITIONS, above.) If your claim is partly secured and partly unsecured, state here the amount that is unsecured. If part of your claim is entitled to priority, state here the amount **not** entitled to priority.

7. Unsecured Priority Claim:

Check the appropriate place if you have an unsecured priority claim, and state the amount entitled to priority. (See DEFINITIONS, above). A claim may be partly priority and partly nonpriority if, for example, the claim is for more than the amount given priority by the law. Check the appropriate place to specify the type of priority claim.

8. Credits:

By signing this proof of claim, you are stating under oath that in calculating the amount of your claim you have given the debtor credit for all payments received from the debtor.

9. Supporting Documents:

You must attach to this proof of claim form copies of documents that show the debtor owes the debt claimed or, if the documents are too lengthy, a summary of those documents. If documents are not available, you must attach an explanation of why they are not available.

HASKIN LAUTER LaRUE & GIBBONS

(A Law Partnership Of Professional Corporations)

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CAROLYN A. CLAY
EDWARD A. KERSTEN
KYLE C. GILLASPIE

OF COUNSEL
ROBERT D. KING
MARK T. ROBBINS

January 3, 2007

David Wright Summary of Damages

1. Anthem BCBS medical insurance. Coverage cost from 12-15-2005 to 1-14-07 equals \$8905.95.
2. Total medical out of pocket expenses for medical treatment equals \$2,121.80.
3. Prescription drug out of pocket expenses equals \$320.22.
4. Dental insurance cost for 2006 equals \$840.00
5. Out of pocket dental costs equals \$ 347.00
6. Separation Package based on twenty-one years and eight months of service making Wright eligible for ten months of base salary at \$5910.00. Total equals \$59,100.00
7. Attorney Fees and Costs to date equals \$4,680.73 (See attached).

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Pre-bill Worksheet

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Selection Criteria

Client Selection	Include: WRIGHT, DAVID 2
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Nickname	WRIGHT, DAVID 2 4183		
Full Name	DAVID WRIGHT		
Address	165 WEST US 36 PENDLETON, IN 46064		
Phone 1	765-778-8277	Phone 2	
Phone 3		Phone 4	
In Ref To	WRIGHT vs. DELPHI HOURLY		
Fees Arrg.	By billing value on each slip		
Expense Arrg.	By billing value on each slip		
Tax Profile	Exempt		
Last bill			
Last charge	12/21/2006	Amount	\$270.00
Last payment	12/29/2006		

Date	User	Rate	Hours	Amount	Total
ID	Task	Markup %	DNB Time	DNB Amt	
10/21/2005	KEL 254593 WORKED INITIAL MEETING WITH CLIENT	250.00	1.00	250.00	Billable
10/26/2005	KEL 255300 WORKED REVIEW MATERIALS FROM CLIENT	250.00	0.20	50.00	Billable
10/28/2005	KEL 255307 WORKED TELEPHONE CALL WITH CLIENT PREPARE CORRESPONDENCE TO DELPHI	250.00	1.50	375.00	Billable
11/8/2005	KEL 256810 WORKED TELEPHONE CALL WITH CLIENT	250.00	0.10	25.00	Billable
11/11/2005	KEL 256825 WORKED TELEPHONE CALLS WITH DELPHI AND CLIENT REGARDING PENDING ISSUES	250.00	0.30	75.00	Billable
11/30/2005	KEL 258648 WORKED TELEPHONE CALL WITH CLIENT	250.00	0.10	25.00	Billable
12/5/2005	MTR 259689 WORKED RESEARCHED SCOPE OF BANKRUPTCY STAY	200.00	1.00	200.00	Billable

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Pre-bill Worksheet

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WRIGHT, DAVID 2:DAVID WRIGHT (continued)

Date ID	User Task	Rate Markup %	Hours DNB Time	Amount DNB Amt	Total Billable
12/8/2005 259256	KEL WORKED REVIEW FILE; TELEPHONE CALLS WITH R. BREWER AND OPPOSING COUNSEL	250.00	0.40	100.00	Billable
1/6/2006 261916	KEL WORKED TELEPHONE CALL WITH CLIENT	250.00	0.20	50.00	Billable
1/6/2006 262346	RCF WORKED FILE REVIEW AND BEGIN DRAFT COMPLAINT	225.00	0.80	180.00	Billable
1/9/2006 263046	RCF WORKED DRAFT COMPLAINT AND RESEARCH	225.00	1.00	225.00	Billable
1/16/2006 263824	RCF WORKED COMPLAINT WORK AND NOTES TO FILE	225.00	0.50	112.50	Billable
1/18/2006 263849	RCF WORKED COMPLAINT WORK AND NOTE TO FILE	225.00	0.60	135.00	Billable
1/19/2006 263379	KEL WORKED REVIEW AND REVISE COMPLAINT	250.00	0.30	75.00	Billable
1/19/2006 263862	RCF WORKED COMPLAINT AND MEMO TO KEL	225.00	1.00	225.00	Billable
1/30/2006 264743	RCF WORKED AMEND COMPLAINT	225.00	0.30	67.50	Billable
2/14/2006 266281	KEL WORKED TELEPHONE CALL TO CLIENT	250.00	0.10	25.00	Billable
2/20/2006 267782	RCF WORKED CALL TO CLIENT AND LEFT MESSAGE	225.00	0.20	45.00	Billable
2/21/2006 267794	RCF WORKED REVISED COMPLAINT AND MET WITH KEL AND NOTE TO FILE	225.00	0.40	90.00	Billable

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Pre-bill Worksheet

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WRIGHT, DAVID 2:DAVID WRIGHT (continued)

Date ID	User Task	Rate Markup %	Hours DNB Time	Amount DNB Amt	Total Billable
2/24/2006 266989	KEL WORKED REVIEW AND REVISE COMPLAINT	250.00	0.30	75.00	Billable
2/28/2006 268117	RCF WORKED CALL FROM CLIENT/ NOTE TO FILE/ CT CORRESPONDENCE	225.00	0.40	90.00	Billable
2/28/2006 268121	RCF WORKED CT CORRESPONDENCE REVIEWED AND CALL FROM CLIENT AND NOTE TO FILE	225.00	0.40	90.00	Billable
3/1/2006 268133	RCF WORKED CT CORRESPONDENCE / LTR TO CLIENT/ SPOKE TO CLIENT AND NOTES TO FILE	225.00	0.60	135.00	Billable
3/7/2006 268834	RCF WORKED REVIEWED COURT CORRESPONDENCE	225.00	0.30	67.50	Billable
3/24/2006 270780	RCF WORKED COURT CORRESPONDENCE FROM OPC AND NOTE TO FILE	225.00	0.30	67.50	Billable
3/28/2006 271578	RCF WORKED LTR TO CLIENT AND COURT CALENDARING	225.00	0.30	67.50	Billable
4/25/2006 274827	RCF WORKED NOTICE FROM COURT REVIEWED AND NOTE TO FILE	225.00	0.30	67.50	Billable
4/26/2006 274846	RCF WORKED CALL TO AND FROM CLIENT AND NOTE TO FILE	225.00	0.30	67.50	Billable
4/28/2006 274867	RCF WORKED SPOKE TO CLIENT AND NOTE TO FILE	225.00	0.20	45.00	Billable
5/1/2006 275507	RCF WORKED CT CORRESPONDENCE AND NOTES TO FILE	225.00	0.20	45.00	Billable
5/5/2006 275539	RCF WORKED CALL FROM AND TO CLIENT AND NOTE TO FILE	225.00	0.30	67.50	Billable

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WRIGHT, DAVID 2:DAVID WRIGHT (continued)

Date ID	User Task	Rate Markup %	Hours DNB Time	Amount DNB Amt	Total Billable
5/8/2006 276261	RCF WORKED CALL FROM CLIENT AND NOTE TO FILE	225.00	0.20	45.00	Billable
5/9/2006 276276	RCF WORKED SPOKE TO KEL AND CLIENT AND NOTE TO FILE	225.00	0.30	67.50	Billable
5/15/2006 277044	RCF WORKED CALL FROM CLIENT AND NOTE TO FILE	225.00	0.20	45.00	Billable
5/17/2006 277067	RCF WORKED CALL FROM CLIENT AND NOTE TO FILE	225.00	0.20	45.00	Billable
5/23/2006 277920	RCF WORKED CALL TO CLIENT AND NOTE TO FILE	225.00	0.20	45.00	Billable
5/24/2006 277933	RCF WORKED CALL FROM CLIENT AND NOTE TO FILE	225.00	0.20	45.00	Billable
6/23/2006 281074	RCF WORKED SPOKE TO CLIENT AND NOTE TO FILE	225.00	0.10	22.50	Billable
8/7/2006 286320	RCF WORKED CALL FROM CLIENT AND NOTE TO FILE	225.00	0.10	22.50	Billable
8/8/2006 286347	RCF WORKED CALL FROM CLIENT AND NOTE TO FILE	225.00	0.10	22.50	Billable
10/20/2006 294550	RCF WORKED CALL FROM CLIENT AND NOTE TO FILE	225.00	0.10	22.50	Billable
10/23/2006 295462	RCF WORKED CALL FROM CLIENT AND NOTE TO FILE	225.00	0.10	22.50	Billable
10/24/2006 295471	RCF WORKED CALL TO TWO DIFFERENT COUNSEL/ LEFT MESSAGE FOR CLIENT/ MET WITH KEL	225.00	0.40	90.00	Billable

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Pre-bill Worksheet

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WRIGHT, DAVID 2:DAVID WRIGHT (continued)

Date ID	User Task	Rate Markup %	Hours DNB Time	Amount DNB Amt	Total Billable
10/26/2006 295493	RCF WORKED SPOKE WITH CLIENT AND NOTE TO FILE	225.00	0.20	45.00	Billable
11/30/2006 298472	KEL WORKED REVIEW FILE	250.00	0.50	125.00	Billable
11/30/2006 299001	RCF WORKED CALL FROM CLIENT AND NOTE TO FILE	225.00	0.20	45.00	Billable
12/1/2006 300153	RCF WORKED SPOKE TO CLIENT AND NOTES TO FILE	225.00	0.20	45.00	Billable
12/4/2006 300163	RCF WORKED CALL TO CONSULTING FIRM ? AND SPOKE WITH KEL	225.00	0.30	67.50	Billable
12/5/2006 300176	RCF WORKED CALL FROM CLIENT AND TO REP AND NOTE TO FILE	225.00	0.40	90.00	Billable
12/8/2006 300216	RCF WORKED CALL FROM CLIENT AND NOTE TO FILE	225.00	0.10	22.50	Billable
12/18/2006 301444	RCF WORKED CALL FROM CLIENT AND NOTE TO FILE	225.00	0.20	45.00	Billable
12/19/2006 301454	RCF WORKED LEFT MESSAGE FOR CLIENT AND NOTE TO FILE	225.00	0.20	45.00	Billable
12/19/2006 301462	RCF WORKED CALL TO CLIENT AND MET WITH KEL AND NOTE TO FILE	225.00	0.30	67.50	Billable
12/21/2006 301511	RCF WORKED CLAIM FORM AND NOTES TO KEL AND SPOKE TO KEL	225.00	0.50	112.50	Billable
TOTAL	Billable Fees		19.20	\$4,420.00	

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Pre-bill Worksheet

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WRIGHT, DAVID 2:DAVID WRIGHT (continued)

Date ID	User Expense	Price Markup %	Quantity	Amount	Total
10/28/2005	CLERK	0.15	9.000	1.35	Billable
255089	\$COPIES DEMAND LETTER				
10/28/2005	CLERK	0.37	2.000	0.74	Billable
255246	\$POSTAGE DEMAND LETTER				
2/28/2006	CLERK	0.15	16.000	2.40	Billable
267015	\$COPIES COMPLAINT				
3/1/2006	CLERK	0.15	6.000	0.90	Billable
268921	\$COPIES CLIENT LETTER, COMPLAINT				
3/1/2006	CLERK	0.63	1.000	0.63	Billable
269814	\$POSTAGE COMPLAINT TO CLIENT				
3/2/2006	CLERK	3.03	1.000	3.03	Billable
269830	\$POSTAGE SERVICE OF COMPLAINT				
3/28/2006	CLERK	0.15	7.000	1.05	Billable
270865	\$COPIES COURT ORDER, CLIENT LETTER				
3/28/2006	CLERK	0.63	1.000	0.63	Billable
271007	\$POSTAGE COURT ENTRY TO CLIENT				
TOTAL Billable Costs					<u>\$10.73</u>

Calculation of Fees and Costs

Fees Bill Arrangement: Slips
By billing value on each slip.Total of billable time slips
Total of Fees (Time Charges)

Amount	Total
\$4,420.00	\$4,420.00

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Pre-bill Worksheet

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WRIGHT, DAVID 2:DAVID WRIGHT (continued)

	Amount	Total
Costs Bill Arrangement: Slips By billing value on each slip.		
Total of billable expense slips	\$10.73	
Total of Costs (Expense Charges)		\$10.73
Total new charges		\$4,430.73

Accounts Receivables

Date	ID	Type	Description	
11/3/2005		PAY	PAYMENT FROM ACCOUNT	(\$675.00)
	11268			
11/17/2005		PAY	PAYMENT FROM ACCOUNT	(\$75.00)
	11393			
12/15/2005		PAY	PAYMENT FROM ACCOUNT	(\$150.00)
	11648			
12/22/2005		PAY	PAYMENT FROM ACCOUNT	(\$200.00)
	11699			
1/12/2006		PAY	PAYMENT FROM ACCOUNT	(\$230.00)
	11830			
1/19/2006		PAY	PAYMENT FROM ACCOUNT	(\$225.00)
	11886			
1/30/2006		PAY	PAYMENT FROM ACCOUNT	(\$547.50)
	11975			
2/2/2006		PAY	PAYMENT FROM ACCOUNT: \$2.09 costs	(\$69.59)
	12004			
2/23/2006		PAY	PAYMENT FROM ACCOUNT	(\$25.00)
	12153			
3/3/2006		PAY	PAYMENT FROM ACCOUNT: \$2.40 costs	(\$212.40)
	12224			
3/13/2006		PAY	PAYMENT FROM ACCOUNT	(\$315.00)
	12299			
3/17/2006		PAY	PAYMENT FROM ACCOUNT	(\$67.50)
	12347			
3/31/2006		PAY	PAYMENT FROM ACCOUNT	(\$72.06)
	12473			
4/6/2006		PAY	PAYMENT FROM ACCOUNT	(\$69.18)
	12542			
5/5/2006		PAY	PAYMENT FROM ACCOUNT	(\$180.00)
	12769			
5/11/2006		PAY	PAYMENT FROM ACCOUNT	(\$112.50)
	12836			
5/18/2006		PAY	PAYMENT FROM ACCOUNT	(\$112.50)
	12891			
5/25/2006		PAY	PAYMENT FROM ACCOUNT	(\$90.00)
	12947			
6/1/2006		PAY	PAYMENT FROM ACCOUNT	(\$90.00)
	13007			

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Pre-bill Worksheet

Page 8

WRIGHT, DAVID 2:DAVID WRIGHT (continued)

	Amount	Total
6/29/2006 PAY PAYMENT FROM ACCOUNT 13254	(\$22.50)	
8/17/2006 PAY PAYMENT FROM ACCOUNT 13705	(\$45.00)	
10/26/2006 PAY PAYMENT FROM ACCOUNT 14356	(\$22.50)	
11/2/2006 PAY PAYMENT FROM ACCOUNT 14431	(\$157.50)	
12/7/2006 PAY PAYMENT FROM ACCOUNT 14819	(\$170.00)	
12/14/2006 PAY PAYMENT FROM ACCOUNT 14902	(\$225.00)	
12/29/2006 PAY PAYMENT FROM ACCOUNT 15053	(\$270.00)	
Total Accounts Receivable		(\$4,430.73)
New Balance	\$4,430.73	
Current	(\$4,430.73)	
Unapplied		
Total New Balance		<u>\$0.00</u>

Funds Account: Default

Date	ID	Type	Description	
10/21/2005	DEP		DEPOSIT TO ACCOUNT	\$750.00
	14695			
11/3/2005	PAYF		PAYMENT FROM ACCOUNT	(\$675.00)
	14850			
11/17/2005	PAYF		PAYMENT FROM ACCOUNT	(\$75.00)
	15033			
12/5/2005	DEP		DEPOSIT TO ACCOUNT. Check No. 25113	\$5,000.00
	15234			
12/5/2005	PAYT		PAYMENT TO ACCOUNT. Check No. 25113	\$250.00
	15235			
12/15/2005	PAYF		PAYMENT FROM ACCOUNT	(\$150.00)
	15410			
12/22/2005	PAYF		PAYMENT FROM ACCOUNT	(\$200.00)
	15474			
1/12/2006	PAYF		PAYMENT FROM ACCOUNT	(\$230.00)
	15701			
1/19/2006	PAYF		PAYMENT FROM ACCOUNT	(\$225.00)
	15781			
1/30/2006	PAYF		PAYMENT FROM ACCOUNT	(\$547.50)
	15901			
2/2/2006	PAYF		PAYMENT FROM ACCOUNT: \$2.09 costs	(\$69.59)
	15963			
2/23/2006	PAYF		PAYMENT FROM ACCOUNT	(\$25.00)
	16215			

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Pre-bill Worksheet

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WRIGHT, DAVID 2:DAVID WRIGHT (continued)

Date	ID	Type	Description	Amount	Total
2/28/2006		WITH	WITHDRAWAL FROM ACCOUNT: FEDERAL COURT FILING FEE	(\$250.00)	
	16278				
3/3/2006		PAYF	PAYMENT FROM ACCOUNT: \$2.40 costs	(\$212.40)	
	16326				
3/13/2006		PAYF	PAYMENT FROM ACCOUNT	(\$315.00)	
	16426				
3/17/2006		PAYF	PAYMENT FROM ACCOUNT	(\$67.50)	
	16510				
3/31/2006		PAYF	PAYMENT FROM ACCOUNT	(\$72.06)	
	16691				
4/6/2006		PAYF	PAYMENT FROM ACCOUNT	(\$69.18)	
	16814				
5/5/2006		PAYF	PAYMENT FROM ACCOUNT	(\$180.00)	
	17223				
5/11/2006		PAYF	PAYMENT FROM ACCOUNT	(\$112.50)	
	17302				
5/18/2006		PAYF	PAYMENT FROM ACCOUNT	(\$112.50)	
	17386				
5/25/2006		PAYF	PAYMENT FROM ACCOUNT	(\$90.00)	
	17490				
6/1/2006		PAYF	PAYMENT FROM ACCOUNT	(\$90.00)	
	17587				
6/29/2006		PAYF	PAYMENT FROM ACCOUNT	(\$22.50)	
	17942				
8/17/2006		PAYF	PAYMENT FROM ACCOUNT	(\$45.00)	
	18594				
10/26/2006		PAYF	PAYMENT FROM ACCOUNT	(\$22.50)	
	19587				
11/2/2006		PAYF	PAYMENT FROM ACCOUNT	(\$157.50)	
	19713				
12/7/2006		PAYF	PAYMENT FROM ACCOUNT	(\$170.00)	
	20251				
12/14/2006		PAYF	PAYMENT FROM ACCOUNT	(\$225.00)	
	20374				
12/29/2006		PAYF	PAYMENT FROM ACCOUNT	(\$270.00)	
	20646				
Total added to account				\$6,000.00	
Total removed from account				(\$4,680.73)	
New account balance					<u>\$1,319.27</u>

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF INDIANA
INDIANAPOLIS DIVISION

FILED
U.S. DISTRICT COURT
SOUTHERN DISTRICT OF INDIANA
INDIANAPOLIS
06 FEB 23 PM 4:08

SOUTHERN DISTRICT
OF INDIANA
LAURA A. BRIGGS
CLERK

DAVID WRIGHT,

Plaintiff,

vs.

DELPHI CORPORATION.

Defendant.

)
)
)
)
) CAUSE NO.

) **1:06-cv-0347-LJM-WTL**
)
)
)

COMPLAINT AND DEMAND FOR JURY TRIAL

I. NATURE OF THE CASE

1. Plaintiff, David Wright ("Wright"), by counsel, brings this action pursuant to the Consolidated Omnibus Budget Reconciliation Act ("COBRA"), 29 U.S.C. §1161 *et seq.*, and the Employee Retirement Income Security Act ("ERISA") against Defendant, Delphi, Corporation. ("Defendant").

II. PARTIES

2. Wright was a resident of the State of Indiana at all times relevant to this action, residing within the geographical boundaries of the Southern District of Indiana.

3. Delphi Corp., is a corporation which maintains offices and conducts business within the geographical boundaries of the Southern District of Indiana.

III. JURISDICTION AND VENUE

4. Jurisdiction is conferred on this Court over the subject matter of this litigation pursuant to and 29 U.S.C. §1132(e) and 1140.

5. Defendant is an "employer" as that term is defined by 29 U.S.C. § 1002(5).

6. Plaintiff, at all times pertinent to this action, was an "employee" as that term is

defined by 29 U.S.C. §1002(6) and was a "participant" as that term is defined by 29 U.S.C. §1002(7).

7. Defendant maintained an "employee welfare benefit plan" for its employees, including Wright, as defined by 29 U.S.C. § 1002(1).

8. Wright was a "participant" in Defendant's "employee welfare benefit plan" as defined by 29 U.S.C. § 1002(7).

9. All events, transactions, and occurrences relevant to this lawsuit arose within the geographical environs of the Southern District of Indiana, thus venue is proper in this Court.

III. FACTUAL ALLEGATIONS

10. Wright commenced his employment with Defendant on or about February of 1984.

11. At all relevant times, Wright met or exceeded Defendant's legitimate performance expectations.

12. On October 13, 2005, Wright was terminated by Defendant.

13. Defendant's reasons for terminating Wright are pretextual.

14. Wright's termination was a "qualifying event" as defined by 29 U.S.C. § 1163.

15. On or about November 9, 2005, Defendant cancelled Wright's insurance benefits.

16. Wright was terminated because Defendant wanted to avoid the costs associated with payment of Wright's Separation Allowance Plan benefits as well as Wright's continued benefits under COBRA.

17. Wright has suffered damages due to Defendant's unlawful actions.

IV. CAUSES OF ACTION

COUNT I

ERISA – ENFORCEMENT AND CLARIFICATION OF RIGHTS

18. Wright hereby incorporates paragraphs one (1) through seventeen (17) of his Complaint.

19. Wright met all of the requirements for payment of Separation Allowance Plan benefits, but the Defendant arbitrarily and capriciously denied Wright severance pay to which he was entitled under the plan.

20. Defendant's arbitrary and capricious denial violated his rights as protected by ERISA.

21. Wright, therefore, seeks enforcement and clarification of his rights under the terms of the Separation Allowance Plan benefits.

COUNT II

ERISA INTERFERENCE

22. Wright hereby incorporates paragraphs one (1) through twenty-one (21) of his Complaint.

23. Defendant terminated Wright for the purpose of interfering with his attainment of rights to which Wright was entitled under Defendant's benefit plan.

24. Defendant had no lawful grounds for the termination of Wright's employment.

25. Defendant's reasons for terminating Wright are a pretext for unlawfully interfering with his rights under ERISA 29 U.S.C. §1140.

26. Defendant's actions were taken with the knowledge that Wright was and would be entitled to benefits under its Separation Allowance Plan.

27. Wright has suffered damages as a result of Defendant's conduct.

COUNT III.

COBRA – Violation of §1161 *et. seq.*

28. Wright hereby incorporates paragraphs one (1) through twenty-seven (27) of his Complaint.

29. Wright was qualified for the position he occupied.

30. Wright did not engage in gross misconduct.

31. Defendant terminated Wright on false accusations of gross misconduct. Wright's alleged gross misconduct does not qualify as such under the law or Defendant's policies. Additionally, other employees were not terminated or disciplined for the same or similar conduct.

32. Defendant failed to provide COBRA notice requirements to Wright following his termination.

33. Defendant's actions were done in violation of the Consolidated Omnibus Budget Reconciliation Act, as amended, 29 U.S.C. §1161 *et seq.*

34. Wright suffered damages as the result of Defendant's unlawful actions.

V. REQUESTED RELIEF

WHEREFORE, Plaintiff, David Wright, respectfully requests that this Court enter judgment in his favor and award him the following relief:

1. All wages, benefits, compensation, and other monetary loss suffered as a result of Defendant's unlawful actions;

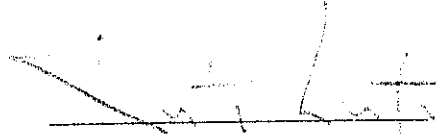
2. Compensation for any and all other damages suffered as a consequence of Defendant's unlawful actions.

3. Liquidated damages;

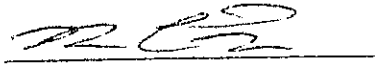
4. All costs and attorney's fees incurred as a result of bringing this action;

5. Pre- and post-judgment interest on all sums recoverable; and
6. All other legal and/or equitable relief this Court sees fit to grant.

Respectfully submitted,



Kenneth E. Lauter (#15900-49)



Ryan C. Fox (#21631-49)

HASKIN LAUTER LaRUE & GIBBONS

255 North Alabama Street

Indianapolis, IN 46204

Telephone: (317) 955-9500

Facsimile: (317) 955-2570

Email: klauter@hlllaw.com

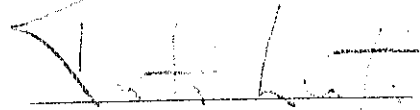
rfox@hlllaw.com

Attorneys for Plaintiff

DEMAND FOR JURY TRIAL

Plaintiff, David Wright, by counsel, requests a trial by jury on all issues deemed so triable.

Respectfully submitted,

A handwritten signature in dark ink, appearing to read "Kenneth E. Lauter", is written over a horizontal line.

Kenneth E. Lauter